

# Exhibit A



FIND MY PRODUCTS

PAPER

ENVELOPES

CARD STOCK

ECO PAPER

DIGITAL PAPER

LABELS

SERVICES

PROJECTS

## FAST TURN AROUND SERVICES

- Envelope printing
- Custom paper cutting
- Custom paper scoring
- Custom perforated paper
- Custom paper hole punching
- Custom watermark stationery

## FIND YOUR PAPER

- Paper by brand name
- Paper by project
- Paper by color
- Paper by weight
- Paper by type / grade

## FIND YOUR ENVELOPES

- Envelopes by brand name
- See all envelopes

## PAPER MILLS

- Appleton Papers
- Blanks USA Paper
- CTI Paper USA
- Esleeck Paper
- Finch Paper
- Fox River Paper
- Gilbert Paper
- GMUND Paper
- MACTac Self-Adhesive Labels
- Mohawk Fine Papers
- Monadnock Paper Mills
- Neeah Paper
- New Leaf Paper Company
- Paper Store 24/7
- Pinnacle Self-Adhesive Labels
- Schoellershammer, Artist Paper
- Smart Papers
- Strathmore Artist Paper
- Wausau Paper
- WorldWin Papers, Crafting Paper

## PAPER RESOURCES

- Paper mill swatchbooks
- How to order samples
- Printing tips by brand
- Free project templates
- Paper weights explained
- Paper finishes explained
- Paper calculators
- Paper weight printable chart
- FAQ

## WEBSITE TERMS OF USE

## 1. AGREEMENT

These Terms of Use (the "Agreement") constitute a legally binding agreement by and between The Paper Mill Store, Inc. ("The Paper Mill Store") and you or your company (in either case, "You" or "Your") concerning Your use of The Paper Mill Store's website (the "Website") and the services available through the Website (the "Services"). By using the Website, You represent and warrant that You have read and understood, and agree to be bound by, the Agreement and The Paper Mill Store's Privacy Policy (the "Privacy Policy"). IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE USING THE SERVICES.

## 2. POLICY

By using the Website, You consent to the collection and use of certain information about You, as specified in the Privacy Policy. The Paper Mill Store encourages users of the Website to frequently check The Paper Mill Store's Privacy Policy for changes.

## 3. CHANGES TO AGREEMENT AND PRIVACY POLICY

Internet technology and the applicable laws, rules, and regulations change frequently. ACCORDINGLY, THE PAPER MILL STORE RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AND ITS PRIVACY POLICY AT ANY TIME UPON NOTICE TO YOU, TO BE GIVEN BY THE POSTING OF A NEW VERSION OR A CHANGE NOTICE ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT AND THE PRIVACY POLICY PERIODICALLY. IF AT ANY TIME YOU FIND EITHER UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE USING THE SERVICES. Unless The Paper Mill Store obtains Your express consent, any revised Privacy Policy will apply only to information collected by The Paper Mill Store after such time as the revised Privacy Policy takes effect, and not to information collected under any earlier Privacy Policies.

## 4. ELIGIBILITY

BY USING THE WEBSITE OR SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD, ARE A RESIDENT OF THE UNITED STATES, AND ARE OTHERWISE LEGALLY QUALIFIED TO ENTER INTO AND FORM CONTRACTS UNDER APPLICABLE LAW. Any individual using the Website or Services on behalf of a company further represents and warrants that they are authorized to act and enter into contracts on behalf of that company. This Agreement is void where prohibited.

## 5. LICENSE

Subject to Your compliance with the terms and conditions of this Agreement, to include among other provisions paragraph 11 of this Agreement, The Paper Mill Store grants You a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to access and make personal use of the Website in connection with Your use of the Services, and not to save, copy or download (other than page caching) or modify the Website, or any portion of it, except with the express written consent of The Paper Mill Store. This license does not include any resale or commercial use of the Website or its content; any collection and use of any product listings, descriptions or prices; any derivative use of the Website or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. The Website, or any portion of the Website, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of The Paper Mill Store.

All rights not expressly granted hereunder are reserved by The Paper Mill Store. This Agreement grants You no rights in or to the intellectual property of The Paper Mill Store or any other party. The Paper Mill Store retains ownership of the Website and Services and all right, title, and interest therein, including without limitation all intellectual property rights therein, and You acknowledge and agree that You are acquiring only a limited right to use the Website and Services as licensed hereunder. The license granted in this section is conditioned on Your compliance with the terms and conditions of this Agreement. In the event that You breach any provision of this Agreement, Your rights under this section will immediately terminate.

## 6. USER INFORMATION/PASSWORD PROTECTION

In connection with Your use of certain Services, You may be required to complete a registration form. You represent and warrant that all information You provide on any registration form or otherwise in connection with Your use of the Website and Services will be complete and accurate, and that You will update that information as necessary to maintain its completeness and accuracy.

You may also be asked to provide, or may be given, a user name and password in connection with certain of the Services. You are entirely responsible for maintaining the confidentiality of Your password. You may not use the account, user name, or password of someone else at any time. You agree to notify The Paper Mill Store immediately of any unauthorized use of Your account, user name, or password. The Paper Mill Store shall not be liable for any loss that You incur as a result of someone else using Your password, either with or without Your knowledge. You may be held liable for any losses incurred by The Paper Mill Store, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of Your account or password. You must also promptly notify The Paper Mill Store if any credit card that You have provided to us is lost, stolen or used without permission.

By adding Your business, You hereby represent and warrant that any content, materials or information submitted in connection thereof: (1) does not violate any third party's copyrights, trademarks, or other intellectual property or proprietary rights; and (2) is truthful, complete and accurate.

## 7. THIRD-PARTY WEBSITES

The Website and the Services are provided by The Paper Mill Store, Inc. ("The Paper Mill Store")



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Papers

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Sellers...](#)

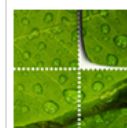
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the website is linked with the website or a number of third parties ( "Third-Party websites" ), some of whom have established relationships with The Paper Mill Store and some of whom do not. The Paper Mill Store does not have control over the content and performance of Third-Party Websites. THE PAPER MILL STORE HAS NOT REVIEWED, AND CANNOT REVIEW OR CONTROL, ALL OF THE MATERIAL, INCLUDING COMPUTER SOFTWARE OR OTHER GOODS OR SERVICES, MADE AVAILABLE ON OR THROUGH THIRD-PARTY WEBSITES. ACCORDINGLY, THE PAPER MILL STORE DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITE, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF THE INFORMATION, MATERIAL, GOODS OR SERVICES AVAILABLE THROUGH THIRD-PARTY WEBSITES. THE PAPER MILL STORE DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF THIRD-PARTY WEBSITES.

#### **8. PRODUCT DESCRIPTIONS**

The Paper Mills Store attempts to be as accurate as possible in its product, pricing, and rebate information; however, The Paper Mill Store cannot guarantee that product descriptions and/or specifications, pricing or any other content on the Website are accurate, complete, reliable, current or error-free. In the event that information is incorrect due to typographical, informational, technical or other errors, The Paper Mill Store will not be liable for any loss or discrepancy with accurate data. If a product offered on the Website is not as described, or does not meet your expectations, Your sole remedy is to return the product in accordance with The Paper Mill Store's [Return Policy](#).

#### **9. PRODUCT PRICING**

Except as otherwise noted, the price displayed for products on the Website represents the wholesale price, suggested by the manufacturer or supplier, or estimated in accordance with industry practice; or the estimated wholesale value for a comparably featured item offered elsewhere. The Paper Mill Store cannot confirm the price of an item until You place an order; however, The Paper Mill Store does not charge Your credit card or PayPal account until after your order has entered the shipping process. Despite The Paper Mill Store's best efforts, a small number of items on the Website may be mispriced. If an item's correct price is higher than the stated price, The Paper Mill Store will, at The Paper Mill Store's sole discretion, either contact You for instructions before shipping or cancel Your order and notify You of such cancellation.

#### **10. PAYMENT METHODS**

The Paper Mill Store accepts credit cards and payment through Your PayPal account. The Paper Mill Store may obtain pre-approval from the credit card company or from PayPal (as the case may be) for an amount up to the amount of the order. Billing to Your credit card or PayPal account occurs at the point of shipping or shortly thereafter.

The Paper Mill Store accepts the following credit cards: Visa, MasterCard, American Express, Discover and Diner's Club International.

#### **11. SALES TAX**

A sales tax of 5.5% will be added for Wisconsin residents only.

#### **12. SHIPPING**

All orders placed on the Website are subject to product availability and will be shipped according to The Paper Mill Store's shipping policies. Please review the [Shipping Information](#) page on the Website for additional information on shipping times, rates and policies.

In the rare event that Your order never arrives, notification of lost items must be received within 60 days from receipt of the shipping confirmation e-mail.

#### **13. RETURN POLICY**

All sales made through the Website are subject to The Paper Mill Store's return policies. For a complete explanation of the return policies, please review the [Return Policy](#) page on the Website.

#### **14. CONSENT TO RECEIVE EMAIL**

By establishing an account with The Paper Mill Store, You consent to receive periodic email communications from The Paper Mill Store concerning The Paper Mill Store's products and services, including without limitation, order confirmations, updated product information, special deals, and inquiries regarding the quality of our service.

#### **15. USER CONTENT**

"User Content" is any content, materials or information, not including Personal Information (as defined in The Paper Mill Store's [Privacy Policy]), that You upload or post to, or transmit, display, perform or distribute by means of, the Website, whether in connection with Your use of Services or otherwise. YOU HEREBY GRANT THE PAPER MILL STORE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES, SUBLICENSEES, SUCCESSORS, ASSIGNS, AND CONTRACTORS (COLLECTIVELY, THE "The Paper Mill Store Parties") A PERPETUAL, FULLY PAID-UP, WORLDWIDE, SUBLICENSABLE, IRREVOCABLE, ASSIGNABLE LICENSE TO COPY, DISTRIBUTE, TRANSMIT, PUBLICLY DISPLAY OR PERFORM, EDIT, TRANSLATE, REFORMAT AND OTHERWISE USE USER CONTENT IN CONNECTION WITH THE OPERATION OF THE WEBSITE, SERVICES OR ANY OTHER SIMILAR OR RELATED BUSINESS, IN ANY MEDIUM NOW EXISTING OR LATER DEvised, INCLUDING WITHOUT LIMITATION IN ADVERTISING AND PUBLICITY. YOU FURTHER AGREE THAT THE PAPER MILL STORE PARTIES MAY PUBLISH OR OTHERWISE DISCLOSE YOUR NAME AND/OR ANY USER NAME OF YOURS IN CONNECTION WITH THEIR EXERCISE OF THE LICENSE GRANTED UNDER THIS SECTION. YOU AGREE TO WAIVE, AND HEREBY WAIVE, ANY CLAIMS ARISING FROM OR RELATING TO THE EXERCISE BY THE PAPER MILL STORE PARTIES OF THE RIGHTS GRANTED UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY CLAIMS RELATING TO YOUR RIGHTS OF PERSONAL PRIVACY AND PUBLICITY. YOU WILL NOT BE COMPENSATED FOR ANY EXERCISE OF THE LICENSE GRANTED UNDER THIS SECTION.

You hereby represent and warrant that You own all rights, title and interest in and to User Content or are otherwise authorized to grant the rights provided The Paper Mill Store Parties under this section.

#### **16. OBJECTIONABLE CONTENT**

You represent and warrant that you shall not use the Website or Services to upload, post, transmit, display, perform or distribute any content, information or materials that: (a) are libelous, defamatory, abusive, or threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, pornographic, may constitute child pornography, may solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18, or are

otherwise objectionable; (b) advocate or encourage conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law; (c) advocate or encourage violence or acts of violence; or (d) violate any provision of this Agreement or any other The Paper Mill Store agreement or policy (collectively, "**Objectionable Content**"). The Paper Mill Store may monitor the Website for Objectionable Content. Without limiting any of its other remedies, The Paper Mill Store reserves the right to terminate Your use of the Website and Services or Your uploading, posting, transmission, display, performance or distribution of Objectionable Content. The Paper Mill Store, in its sole discretion, may delete any Objectionable Content from its servers. The Paper Mill Store intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

#### 17. PROHIBITED USES

The Paper Mill Store imposes certain restrictions on Your use of the Website and the Services. You represent and warrant that you will not: (a) violate or attempt to violate any security features of the Website or Services; (b) copy or otherwise duplicate, directly or indirectly, any portion of the Website, including without limitation, all designs, information, photographs, images, drawings, videos, music, text, typefaces, graphics, products, code, and other files, and the selection, arrangement and organization thereof (collectively, "**The Paper Mill Store Content**"); (c) use any software that enables copying or duplication of The Paper Mill Store Content for later off-line viewing; (d) distribute, display, modify, transmit, resell, reuse, or repost The Paper Mill Store Content in any electronic form, including any online service, the Internet or any other telecommunications medium which now exists or shall exist in the future, for any purpose, without the prior written permission of The Paper Mill Store; (e) access content or data not intended for You, or log onto a server or account that You are not authorized to access; (f) attempt to probe, scan, or test the vulnerability of the Services, the Website, or any associated system or network, or breach security or authentication measures without proper authorization; (g) interfere or attempt to interfere with the use of the Website or Services by any other user, host or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing"; (h) use the Website or Services to send unsolicited e-mail, including without limitation promotions or advertisements for products or services; (i) forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance or distribution by means of, the Website or Services; or (j) attempt to modify, reverse-engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the Paper Mill Store Parties in providing the Website or Services. Any violation of this section may subject You to civil and/or criminal liability.

#### 18. INTELLECTUAL PROPERTY

##### (a) Compliance with Law

You represent and warrant that, when using the Website and Services, You will obey the law and respect the intellectual property rights of others. Your use of the Website and Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property generally. You agree not to upload, post, transmit, display, perform or distribute any content, information or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF ANY LAWS AND FOR ANY INFRINGEMENTS OF THIRD-PARTY RIGHTS CAUSED BY YOUR USE OF THE WEBSITE AND SERVICES. THE BURDEN OF PROVING THAT CONTENT, INFORMATION OR OTHER MATERIALS DO NOT VIOLATE ANY LAWS OR THIRD-PARTY RIGHTS RESTS SOLELY WITH YOU.

##### (b) Trademarks

The Paper Mill Store, The Paper Mill Store logo, Paper Store 24/7, Envelope Printing Store 24/7, Paperator and CardMates (the "**The Paper Mill Store Marks**") are trademarks or registered trademarks of The Paper Mill Store, Inc. Other trademarks, service marks, graphics, logos and domain names appearing on the Website may be the trademarks of third parties. Neither Your use of the Website and Services nor this Agreement grant You any right, title or interest in or to, or any license to reproduce or otherwise use, The Paper Mill Store Marks or any third-party trademarks, service marks, graphics, logos or domain names. You agree that any goodwill in The Paper Mill Store Marks generated as a result of Your use of the Website and Services will inure to the benefit of The Paper Mill Store, and You agree to assign, and hereby do assign, all such goodwill to The Paper Mill Store. You shall not at any time, nor shall You assist others to, challenge The Paper Mill Store's right, title, or interest in or to, or the validity of, The Paper Mill Store Marks.

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##### (d) DMCA Policy

As The Paper Mill Store asks others to respect The Paper Mill Store's intellectual property rights, The Paper Mill Store respects the intellectual property rights of others. If you have evidence, know, or have a good faith belief that your copyright rights or the copyright rights of a third party have been violated and you want The Paper Mill Store to delete, edit, or disable the material in question, you must provide The Paper Mill Store with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit The Paper Mill Store to locate the material; (d) information reasonably sufficient to permit The Paper Mill Store to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to The Paper Mill Store's designated agent at:

The Paper Mill Store will respond to all such notices, including as required or appropriate by removing the offending material or disabling all links to the offending material. The Paper Mill Store has adopted a policy that provides for the immediate suspension and/or termination of any user who is found to have infringed on the rights of The Paper Mill Store or of a third party, or otherwise violated any intellectual property laws or regulations.

**19. DISCLAIMERS: LIMITATION OF LIABILITY**

**(a) NO WARRANTIES.**

THE PAPER MILL STORE, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES. THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PAPER MILL STORE, ON BEHALF OF ITSELF AND LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER THE PAPER MILL STORE NOR LICENSORS OR SUPPLIERS WARRANTS THAT THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER THE PAPER MILL STORE NOR ITS LICENSORS OR SUPPLIERS HAS ANY LIABILITY WHATSOEVER FOR YOUR USE OF THE WEBSITE OR SERVICES.

**(b) YOUR RESPONSIBILITY FOR DAMAGE**

YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD THE PAPER MILL STORE OR ITS LICENSORS AND SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

**(c) LIMITATION OF LIABILITY**

THE LIABILITY OF THE PAPER MILL STORE AND ITS LICENSORS AND SUPPLIERS IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE PAPER MILL STORE OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO THE PAPER MILL STORE OR ITS LICENSORS AND SUPPLIERS) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. ADDITIONALLY, THE MAXIMUM LIABILITY OF THE PAPER MILL STORE AND LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE AGGREGATE PRICE YOU PAID TO THE PAPER MILL STORE DURING THE YEAR PRECEDING THE INCIDENT OR INCIDENTS GIVING RISE TO SUCH LIABILITY. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PAPER MILL STORE AND YOU. THE WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

**(d) APPLICATION**

THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS DO NOT IN ANY WAY LIMIT ANY OTHER DISCLAIMER OF WARRANTIES OR ANY OTHER LIMITATION OF LIABILITY IN ANY OTHER AGREEMENT BETWEEN YOU AND THE PAPER MILL STORE OR BETWEEN YOU AND ANY OF THE PAPER MILL STORE'S LICENSORS AND SUPPLIERS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. THE PAPER MILL STORE'S LICENSORS AND SUPPLIERS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS, WAIVERS AND LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR OTHERWISE SHALL ALTER ANY OF THE DISCLAIMERS OR LIMITATIONS STATED IN THIS SECTION.

**20. GENERAL REPRESENTATION AND WARRANTY**

You represent and warrant that Your use of the Website and Services will be in accordance with this Agreement and any other The Paper Mill Store policies, and with any applicable laws or regulations.

**21. INDEMNITY BY YOU**

You agree to defend, indemnify and hold harmless The Paper Mill Store and its officers, directors, employees, agents, affiliates, representatives, sublicensees, successors, assigns, and contractors (collectively, the "The Paper Mill Store Parties") from and against any and all claims, actions, demands, causes of action and other proceedings (collectively, "Claims"), including but not limited to legal costs and fees, arising out of or relating to: (i) Your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (ii) Your access to or use of the Website or Services; or (iii) Your provision to The Paper Mill Store or any of The Paper Mill Store Parties of information or other data. The Paper Mill Store Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by You of any Claim as to which You are required to defend, indemnify or hold harmless The Paper Mill Store Parties. You may not settle any Claim without the prior written consent of the concerned The Paper Mill Store Parties.

**22. LIQUIDATED DAMAGES**

You acknowledge and agree that it would be difficult to ascertain the exact amount of damages that The Paper Mill Store would suffer as the result of the theft of Website graphics or images,



especially if such stolen graphics or images are exploited for commercial use, whether in connection with the sale of paper goods or otherwise, on a website or any other digital medium. You agree that, in the event of a stolen, copied or unauthorized use of any otherwise inappropriate Website graphics or images, The Paper Mill Store will be entitled to recover from You liquidated damages in the amount of five thousand (\$5,000.00) dollars per graphic or image that is stolen, copied without authorization or otherwise misappropriated. You agree that this amount represents a reasonable estimate of the damage that The Paper Mill Store would suffer. ANY ACTION BY THE PAPER MILL STORE TO ENFORCE THIS SECTION SHALL NOT BE DEEMED A WAIVER OF THE PAPER MILL STORE'S RIGHT TO PURSUE, AT THE PAPER MILL STORE'S SOLE DISCRETION, ANY AND ALL OTHER REMEDIES AVAILABLE TO THE PAPER MILL STORE UNDER THIS AGREEMENT OR BY LAW, INCLUDING BUT NOT LIMITED TO, THOSE REMEDIES IDENTIFIED IN SECTION 25(F).

## **23. GOVERNING LAW; JURISDICTION AND VENUE**

### **(a) Website, Services & Agreement**

You agree that all matters relating to this Agreement, and Your access or use of the Website and Services, including without limitation all disputes (except as otherwise stated in Section 23 (b), below) and this Agreement's interpretation, shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party. THE PROPER VENUE FOR ANY JUDICIAL ACTION ARISING OUT OF OR RELATING TO THE WEBSITE, SERVICES, OR THIS AGREEMENT (EXCEPT AS OTHERWISE STATED IN SECTION 23(B), BELOW) WILL BE THE STATE AND FEDERAL COURTS LOCATED IN OR NEAREST TO MADISON, WISCONSIN. THE PARTIES HEREBY STIPULATE TO, AND AGREE TO WAIVE ANY OBJECTION TO, THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS, AND FURTHER EXPRESSLY SUBMIT TO EXTRATERRITORIAL SERVICE OF PROCESS.

### **(b) Intellectual Property**

You agree that all matters relating to the violation of any copyrights, trademarks, patents, trade secrets and any and all other proprietary information shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflict of law principles. THE PROPER VENUE FOR ANY JUDICIAL ACTION ARISING OUT OF OR RELATING TO THE VIOLATION OF INTELLECTUAL PROPERTY RIGHTS WILL BE THE STATE AND FEDERAL COURTS LOCATED IN OR NEAREST TO MADISON, WISCONSIN. THE PARTIES HEREBY STIPULATE TO, AND AGREE TO WAIVE ANY OBJECTION TO, THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS, AND FURTHER EXPRESSLY SUBMIT TO EXTRATERRITORIAL SERVICE OF PROCESS.

## **24. TERMINATION**

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, THE PAPER MILL STORE RESERVES THE RIGHT TO, IN THE PAPER MILL STORE'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY USE OF THE WEBSITE AND/OR SERVICES TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR ANY BREACH OR SUSPECTED BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

This Agreement shall automatically terminate in the event that You breach any of this Agreement's representations, warranties or covenants. Such termination shall be automatic, and shall not require any action by The Paper Mill Store.

Any termination of this Agreement automatically terminates all rights and licenses granted to You under this Agreement, including all rights to use the Website and Services. Subsequent to termination, The Paper Mill Store reserves the right to exercise whatever means it deems necessary to prevent Your unauthorized use of the Website and Services, including without limitation technological barriers such as IP mapping and direct contact with Your Internet Service Provider.

If The Paper Mill Store, in The Paper Mill Store's discretion, takes legal action against You in connection with any actual or suspected breach of this Agreement, The Paper Mill Store will be entitled to recover from You as part of such legal action, and You agree to pay, The Paper Mill Store's reasonable costs and attorneys' fees incurred as a result of such legal action. The Paper Mill Store Parties will have no legal obligation or other liability to You or to any third party arising out of or relating to any termination of this Agreement. Upon termination, all rights and obligations created by this Agreement will terminate, except that Sections 1-3, 6-7, 14-23 and 25 will survive any termination of this Agreement. For clarification, termination of this Agreement will not relieve You of Your obligation to pay any fees owed The Paper Mill Store.

## **25. GENERAL**

### **(a) Entire Agreement; Amendment**

This Agreement constitutes the entire agreement between The Paper Mill Store and You concerning Your use of the Websites. This Agreement and any other written agreements executed between You and The Paper Mill Store constitute the entire agreement concerning Your use of the Services. This Agreement may only be modified by a written amendment signed by an authorized executive of The Paper Mill Store or by the unilateral amendment of this Agreement by The Paper Mill Store and by the posting by The Paper Mill Store of such amended version.

### **(b) Severability; Waiver**

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

### **(c) Assignment**

This Agreement and all of Your rights and obligations hereunder will not be assignable or transferable by You without the prior written consent of The Paper Mill Store. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

### **(d) Relationship**

You and The Paper Mill Store are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.

### **(e) Third-Party Beneficiaries**

Except as expressly stated in this Agreement, the intent of this Section 25.17.24

Except for The Paper Mill Store Parties as and to the extent set forth in Sections 15, 17, 21 and 25(e), and The Paper Mill Store's licensors and suppliers as and to the extent expressly set forth in Section 19, there is no third party beneficiary to this Agreement.

**(f) Irreparable Injury**

You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third party rights by You would cause irreparable injury to The Paper Mill Store and The Paper Mill Store's licensors and suppliers, and would therefore entitle The Paper Mill Store or The Paper Mill Store's licensors or suppliers, as the case may be, to injunctive relief.

**(g) Notices**

All notices required or permitted to be given under this Agreement must be in writing. The Paper Mill Store shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to The Paper Mill Store. YOU BEAR THE SOLE RESPONSIBILITY OF ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH THE PAPER MILL STORE IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY THE PAPER MILL STORE OF AN EMAIL TO THAT ADDRESS. You shall give any notice to The Paper Mill Store by means of: (i) hand delivery; (ii) certified U.S. mail, return receipt requested, postage prepaid; or (iii) overnight courier, each as send to The Paper Mill Store, Inc. 1545 Corporate Center Drive, Sun Prairie, WI 53590. All notices to The Paper Mill Store will be deemed received as follows: (i) if by hand-delivery, on the date of delivery; (ii) if delivery by U.S. mail, on the date of receipt appearing on a return receipt card; or (iii) if by overnight courier, on the date the receipt is confirmed by such courier service. You agree that any notice received from The Paper Mill Store electronically satisfies any legal requirement that such notice be in writing.

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